

10-12-1999



101166142

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New☐ Resubmission (Non-Recordation)
Document ID # ☐ Correction of PTO ErrorReel # Frame # ☐ Corrective DocumentReel # Frame #

Conveyance Type

☐ Assignment☐ License☐ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date
Month Day Year
☐ Change of Name☒ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedName Execution Date
Month Day Year
Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association☒ Other ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/07/1999 JSHBAZZ 00000010 061818 1800476
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK
REEL: 001972 FRAME: 0630

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

80

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1800476		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ Amount Due

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

06-1818

Authorization to charge additional fees:

Yes ☒

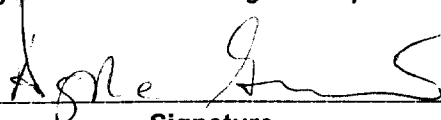
No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daphne Gronich

Name of Person Signing



Signature

OCTOBER 4, 1999

Date Signed

**RELEASE OF
COLLATERAL ASSIGNMENT**

Reference is hereby made to that certain Collateral Assignment dated as of April 3, 1996, between Optical Radiation Corporation ("**Mortgagor**") and NationsBank, N.A.¹ ("**Mortgagee**"), and executed on April 3, 1996, which was recorded in the United States Patent and Trademark Office on July 11, 1996 under Reel 1467, Frame 0463 ("**Mortgage**"), pursuant to which Mortgagor mistakenly assigned and granted to Mortgagee a security interest in and to Registration Number 1,800,476 ("**Collateral**"), which Trademark Registration was, in fact, owned by Twentieth Century Fox Film Corporation, not Mortgagor. Said Trademark Registration was included as one of 46 in a list of Registrations assigned from Mortgagor to Mortgagee.

Attached hereto as Exhibit A is a copy of the Collateral Assignment, as recorded with the United States Patent and Trademark Office. Registration Number 1,800,476 is included on page three of this document.

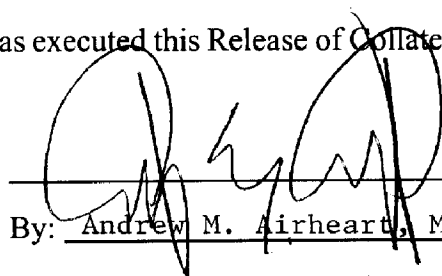
Attached hereto as Exhibit B is a copy of the original assignment of Registration Number 1,800,476 from Optical Radiation Corporation to Twentieth Century Fox Film Corporation, as recorded with the United States Patent and Trademark Office on December 23, 1994 under Reel 1266, Frame 0441.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby releases and terminates any and all security interest and any other rights it may have in the Collateral, and confirms that Twentieth Century Fox Film Corporation is the rightful owner, by prior assignment from Mortgagor, of all of right, title and interest in and to the Collateral.

Mortgagee represents and warrants to Mortgagor and Twentieth Century Fox Film Corporation that it has not previously conveyed, granted, transferred, encumbered, hypothecated or otherwise pledged or disposed of any of the rights, title or interest granted to Mortgagee under the Mortgage to the Collateral to any party other than Twentieth Century Fox Film Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Release of Collateral Assignment as of September, 27, 1999.

Date of Execution: September 27, 1999.



By: Andrew M. Airheart, Managing Director
Bank of America, N.A., ("**Mortgagee**")
as Agent

¹NationsBank, N.A. is predecessor in interest to, and is now known as, Bank of America, N.A.

In the State of North Carolina)
County of Mecklenburg) SS

On September, 27, 1999, before me, Emily A. Sample
(Name of Notary)

personally appeared, Andrew M. Airheart, Managing Director
(Name and Title of Signer)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Emily A Sample (Seal)
My Commission Expires October 6, 2002

73p

FORM PTO-1584
1-11-92

REC
TF

07-11-1996

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUL 11 1996
SCRIPT ACCTG. DIV.

Tab settings <<<<<



100245037

Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Optical Radiation Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement / ☐ Change of Name
☐ Other Collateral Assignment

Execution Date: April 3, 1996

2. Name and address of receiving party(ies):

Name: NationsBank, N.A., as Agent*

Internal Address: One Independence Center,
15th Floor

Street Address:

City: Charlotte State: NC ZIP: 28255

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

*See Schedule I attached hereto and incorporated herein.

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule II attached hereto and incorporated herein.

B. Trademark registration No.(s)

See Schedule II attached hereto and incorporated herein.

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kimberly B. Page

Internal Address:

Smith Helms Mulliss & Moore LLP

Street Address: 214 N. Church Street

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 3.41): \$ 1165.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

160 DM 08/22/96 1290857
160 DM 08/22/96 1290857

2 481 \$0.00 LN
2 482 1,125.00 LN

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wade M. Kennedy
Name of Person Signing

Wade M. Kennedy
Signature

6-24-96
Date

Total number of pages comprising cover sheet:

Schedule I to
Recordation Form Cover Sheet
Trademarks Only

[Item 2, Continued]

LIST OF LENDERS

- (1) **NATIONSBANK, N.A.**
Independence Center, 15th Floor
Charlotte, North Carolina 28255
- (2) **EUROPEAN AMERICAN BANK**
335 Madison Avenue, 17th Floor
New York, New York 10017
- (3) **NATIONAL CITY BANK, KENTUCKY**
101 South Fifth Street
Louisville, Kentucky 40202
- (4) **ANY OTHER PARTY THAT IS A LENDER,
FROM TIME TO TIME, PURSUANT TO THE CREDIT AGREEMENT**

TRADEMARK
REEL: 1467 FRAME: 0464

TRADEMARK
REEL: 001972 FRAME: 0635

Schedule II to
Recordation Form Cover Sheet
Trademarks Only

[Item 4, Continued]

LIST OF TRADEMARKS

<u>TRADEMARK NAME</u>	<u>APP. NO.</u>	<u>REG. NUMBER</u>
ARC-901	440,235	1,290,857
CDS		1,650,628
CENTURY	73/834,190	1,664,745
CINEMA DIGITAL SOUND	74/016,771	1,652,198
CINEMASCOPE	74/124,167	1,800,476
ENCHANTE	74/272,705	1,746,115
FOCALITE	74/272,704	1,741,085
KERASCAN	74/420,585	
LENSES YOU CAN'T GET IN AN HOU	74/104,344	1,730,722
LIDS	74/169,436	1,731,996
LINE FREE PROGRESSIVE LENS and	73/677,061	1,624,495
LITE STYLE LENSES		1,717,706
LITESTYLE	73/550,332	1,384,122
LITESTYLE LENSES and design	74/108,286	1,663,267
LITEWEIGHTS	74/129,504	1,739,526
MASTERVUE		1,873,665
MEMORYLENS	74/052,655	1,637,512
MIRAGE	74/237,905	
MIRAGE 2000	74/273,615	
MULTIVUE	74/420,582	1,866,620
NIOPTICS	38,795	1,035,239
OG and Design	74/273,624	1,746,228
OMEGA OPTICAL COMPANY		1,672,871
OMEGA		1,071,792

TRADEMARK
REEL: 1467 FRAME: 0465

TRADEMARK
REEL: 001972 FRAME: 0636

Recordation Form Cover Sheet, Continued
Conveying Party: Optical Radiation Corporation
Date: June 20, 1996

Page 4

Schedule II to
Recordation Form Cover Sheet
Trademarks Only

[Item 4, Continued]

LIST OF TRADEMARKS

<u>TRADEMARK NAME</u>	<u>APP. NO.</u>	<u>REG. NUMBER</u>
OPTI-BEAM		1,299,325
OPTIMAX	73/299,133	1,193,088
ORCOLITE	312,675	1,192,739
ORCOLITE	73/312,675	1,192,739
POLAR POLY	74/686,001	
POLY TX3	74/079,441	1,648,031
POLY TX3	74/047,612	
POLYTX3	74/043,263	1,634,713
QUICKVUE	74/420,584	1,879,570
SMART TOPOGRAPHY	74/421,055	1,865,456
THE OMEGA GROUP		1,672,870
TOMORROW'S TECHNOLOGY TODAY	unknown	
TUFF STUFF	75/023,163	
ULTRA LIFESTYLE	74/166,894	1,688,859
ULTRA LIFESTYLE LENSES & Desig	74/166,893	1,701,511
ULTRA-STAR	73/588,247	1,426,376
USA	74/121,344	1,697,150
UV-400	73/242,086	1,153,788
ARC-901		70,562
NIOPTICS	Renewed	52,725
ORCOLITE	Renewed	51,574
ORCO and Design	Registered	46,017

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 3rd day of April, 1996 by EACH OF THE UNDERSIGNED DIRECT OR INDIRECT SUBSIDIARIES OF THE BORROWER (each a "Grantor" and collectively the "Grantors") in favor of NATIONSBANK, N.A., a national banking association, as Agent (the "Agent") for each of the lenders now or hereafter party to the Credit Agreement (as defined below) (the "Lenders" and collectively with the Agent the "Secured Parties"). All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Agent and the Lenders have agreed to provide BEC Group, Inc. (the "Borrower") certain term loan, revolving credit and letter of credit facilities pursuant to the terms of that certain Credit Agreement among the Borrower, the Agent and the Lenders dated as of April 3, 1996 (as from time to time amended, supplemented or replaced, the "Credit Agreement");

WHEREAS, each Grantor has entered into that certain Subsidiary Guaranty Agreement of even date herewith (the "Subsidiary Guaranty") pursuant to which it has jointly and severally guaranteed payment and performance of the Borrower's obligations under the Credit Agreement; and

WHEREAS, each of the Grantors is, directly or indirectly, a wholly-owned Subsidiary of the Borrower; and

WHEREAS, the Grantors will materially benefit from the Borrower and the Secured Parties entering into the Credit Agreement, the making of loans and advances to, and the issuance of letters of credit on behalf of, the Borrower as contemplated thereby; and

WHEREAS, as collateral security for payment and performance of its obligations under the Subsidiary Guaranty, each Grantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in the assets described herein; and

WHEREAS, the Secured Parties are unwilling to enter into the Loan Documents unless the Grantors enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Parties to enter into the Loan Documents and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following (collectively, the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including without limitation the copyrights and copyright applications identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) All license agreements regarding Patents, Trademarks or Copyrights with any other party, whether such Grantor is a licensor or licensee under any such license agreement (including without limitation the licenses listed on Schedule IV attached hereto and incorporated herein by

reference), and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses")); and

(e) all proceeds of any of the foregoing.

In addition, each Grantor has executed in blank and delivered to the Agent an assignment of licenses and federally registered trademarks and copyrights (the "IP Assignment") owned by it, if any, in substantially the form of Exhibit A hereto. Each Grantor hereby authorizes the Agent to complete as Assignee and record with the United States Patent and Trademark Office (the "PTO") and United States Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement.

Section 2. Security for Obligations. The security interests granted under this Agreement (the "Security Interests") by each Grantor secure the payment of all obligations of such Grantor under, in respect of or in connection with this Agreement, the Subsidiary Guaranty and each other Loan Document to which such Grantor is or becomes a party (all such obligations being the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, in other assets of each Grantor pursuant to the other Loan Documents.

Section 3. Collateral Assignment. In addition to, and not in limitation of, the grant of a security interest in the Trademarks, Copyrights and Licenses in Section 1 above, each Grantor hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders, the Assignor's entire right, title and interest in and to the Trademarks, Copyrights and Licenses; provided, that such grant, assignment, transfer and conveyance shall become effective only at the election of the Agent after the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement. The Grantor hereby agrees that after the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement the use by the Agent of any of the Trademarks, Copyrights and Licenses shall be without any liability for royalties or other related charges from the Agent to any Grantor.

Section 4. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable, or that the

Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, (ii) perfect the Agent's (for the benefit of the Lenders) Security Interest in and assign to the Agent, for the benefit of the Lenders, as security for the repayment and satisfaction of the Secured Obligations, all Collateral located in any foreign jurisdiction, and (iii) enable the Agent, for the benefit of the Lenders, to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies in the United States and any applicable foreign jurisdiction) such supplements to this Agreement and such financing or continuation statements, or amendments thereto, and such other instruments or notices, including executed IP Assignment, with the PTO and the Copyright Office, as may be necessary or desirable, or as the Agent, on behalf of the Lenders, may reasonably request, in order to perfect and preserve the Security Interests granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent, on behalf of the Lenders, upon the occurrence and during the continuation of an Event of Default, to file, where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent, on behalf of the Lenders, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent, on behalf of the Lenders, may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it have or obtain an ownership interest in any United States or foreign patent or patent application that is not now identified on Schedule I, any trademark or trademark application that is not now identified on Schedule II or any copyright or copyright application that is not now identified on Schedule III or any license agreement in respect of any patent, trademark or copyright that is not now identified on Schedule IV: (i) the provisions of this Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; and (ii) such Grantor shall, within three months after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Agent and, (B) with

respect to material Trademarks, cause such Trademarks to be properly registered with the PTO, (C) with respect to material copyrights, cause such copyrights to be registered with the United States Copyright Office and (D) with respect to patents and patent applications and trademarks and trademark applications, prepare, execute and file in the PTO or if appropriate in the equivalent agencies in any foreign jurisdiction, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Agent, on behalf of the Lenders, reasonably requests in order to perfect the Security Interest of the Agent, on behalf of the Lenders, therein. Each Grantor authorizes the Agent, on behalf of the Lenders, to execute and file such a document in the name of such Grantor if such Grantor fails to do so.

(e) Each Grantor agrees that should any of its Subsidiaries (other than a corporation which is a party hereto and whether now or hereafter existing) obtain any ownership interest in any United States or foreign patent or patent application, trademarks or trademark application, trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, such Grantor shall either cause such corporation (i) to become a party to the Subsidiary Guaranty and a party hereto, or (ii) to transfer and assign all such corporation's ownership interests therein to such Grantor, whereupon the provisions of subsection (d) of this Section 8 shall be applicable thereto.

(f) To the extent necessary or economically desirable in the conduct of its business, each Grantor agrees: (i) to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral and to maintain each patent, trademark or copyright now or hereafter included in the Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition and infringement proceedings; (ii) to take corresponding steps with respect to material unpatented inventions on which such Grantor is now or hereafter becomes entitled to seek protection; (iii) to bear any expenses incurred in connection with such activities; and (iv) not to abandon any right to file a material patent application, or abandon any material pending application with respect to any of the Collateral, without the written consent of the Agent, which consent shall not be unreasonably withheld.

(g) No Grantor shall do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, except where such dedication or abandonment (i) will not materially adversely affect the business, condition (financial or otherwise), operations, performance, or properties of such Grantor individually or of such Grantor and its Subsidiaries taken as a whole, and (ii) is in the ordinary course of such Grantor's business. Each Grantor agrees to notify the Agent promptly and in writing if it learns that any of the Collateral may become abandoned or dedicated or of any adverse determination or any development (including without limitation the institution of any proceeding in the PTO, or in the equivalent agencies in any foreign jurisdiction, or any court) regarding any material part of the Collateral.

(h) In the event that any of the Collateral as to which it has granted the Security Interests is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall, unless such Grantor shall reasonably determine that such Collateral would not reasonably be likely to, in the aggregate, be of material economic value to such Grantor, take all reasonable steps to terminate the infringement or misappropriation, and take such other actions as such Grantor shall deem appropriate under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

(i) Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Collateral is used, consistent with the quality standards established by such Grantor for said products as of the date of determination, and (ii) to provide the Agent, on behalf of the Lenders, at least quarterly, with a certificate of an officer of such Grantor certifying such Grantor's compliance with the foregoing subsections (a) through (i).

(j) Each Grantor agrees that it will promptly correct any defect or error that may be discovered in (i) this Agreement, (ii) any document executed pursuant hereto or (iii) the execution, acknowledgment or recordation thereof.

(k) Each Grantor shall continue to mark its products according to statute with the numbers of all appropriate Patents.

Section 5. General Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It has the unqualified right to enter into this Agreement and to perform its terms.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by such Grantor of the Security Interests granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for the filing of this Agreement with the United States Patent and Trademark Office and with the equivalent offices in any foreign jurisdiction with respect to each Trademark, and the filings required by the Uniform Commercial Code of the State in which such Grantor maintains its chief executive office, and except to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) Set forth on Schedule IV is a list, which is complete and accurate in all material respects as of the date hereof, of Licenses of such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products, including the expiration date of such Licenses.

(d) Each License of such Grantor identified on Schedule IV is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid and enforceable. No action or proceeding is pending or threatened (i) seeking to limit, cancel or question the validity of the Collateral that would be reasonably likely, in the aggregate, to be of material economic value or (ii) which, if adversely determined, would have a material adverse effect on the value of the Collateral taken as a whole.

(e) It has notified the Agent in writing of all uses of any Patent, Trademark or Copyright, prior to such Grantor's use, of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the goodwill of the business connected with such item.

(f) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person, nor allowed any shop right to arise with respect to any third person, with respect to any part of the Collateral that would be reasonably likely, in the aggregate, to be of material economic value.

(g) Its products have been marked as required by statute with respect to the Collateral.

(h) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the Collateral.

(i) Except as disclosed to the Lenders in writing prior to the date of this Agreement, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would preclude such Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person), or materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary that is likely to be made.

(j) Such Grantor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any Collateral, and has taken all steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality.

(k) No Subsidiaries and none of such Grantor's Subsidiaries (except to the extent that such Subsidiaries are also Grantors hereunder) has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration.

(l) No claim has been made (and, as to Collateral with respect to which such Grantor is a licensor, to the knowledge of such Grantor, no claim has been made against the third party licensee), and such Grantor has no knowledge of any claim that is likely to be made, that the use by such Grantor of any Collateral does or may violate the rights of any Person.

Section 6. Patent Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule I hereto, free and clear of any Lien, security interest, option, charge,

pledge, assignment (whether conditional or not), or any other encumbrance except for the security interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV or the Permitted Liens or Liens granted to the predecessor in interest of the Agent pursuant to the Third Amended and Restated Intellectual Property Security Agreement dated as of March 6, 1995, which Liens are to be terminated effective as of the Funding Date ("Existing Bank Liens"), and no effective financing statement or other instrument similar in effect covering all or any part of such Collateral, except in connection with Existing Bank Liens, is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule I is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Patents owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Patent of such grantor identified on Schedule I hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, to the knowledge of such Grantor, is patentable, valid and enforceable and each of such Patent applications has been filed in conformity with applicable rules and procedures of the United States Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as to not improperly become abandoned.

Section 7. Trademark Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV or Permitted Liens or Existing Bank Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by such Grantor hereunder, except in connection with Existing Bank Liens, is on file in any recording office, including, without limitation, the United States Patent and Trademark Office and the equivalent offices

in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule II is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Trademarks owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Trademark of such Grantor identified on Schedule II is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

Section 8. Copyright Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV and the Permitted Liens or Existing Bank Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Copyrights purported to be granted by such Grantor hereunder, except in connection with Existing Bank Liens, is on file in any recording office, including, without limitation, the United States Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule III is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Copyrights owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Copyright of such Grantor identified on Schedule III is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

Section 9. Transfers and Other Liens. No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Credit Agreement, except that any Grantor may license the Collateral (i) in the ordinary course of such Grantor's business, provided that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale of assets in compliance with the Credit Agreement, provided that such license shall be on terms reasonably expected to maximize the gain to such Grantor resulting from the granting of such license. The Agent, for the benefit of the Lenders, shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Trademarks, provided that the Agent shall not be required to do anything that may, in the sole judgment of the Agent, adversely affect the validity of the Security Interests or the assignment of the Collateral located in any foreign jurisdiction;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the Security Interests created by this Agreement or other Permitted Liens; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Agent for the benefit of the Lenders.

Section 10. Agent Appointed Attorney-in-Fact. Without limiting any other provision of this Agreement, upon the occurrence and during the continuance of an Acceleration Event (as hereinafter defined), each Grantor hereby irrevocably appoints the Agent, for the benefit of the Lenders, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Lenders, with respect to any of the Collateral; and

(d) to execute, in connection with the sale provided for in Section 14, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

For purposes of this Agreement, "Acceleration Event" means that (a) an Event of Default has occurred and is continuing and (b) the Secured Obligations have become due and payable (whether by acceleration, at final maturity or otherwise).

Section 11. Agent May Perform.

(a) If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 15(b) to the fullest extent permitted by applicable law.

(b) The Agent or its designated representatives shall have the right to the extent reasonably requested and upon reasonable prior notice, at any reasonable time during normal business hours of such Grantors and from time to time, to inspect the Grantors' premises and to examine the Grantors' books, records and operations relating to the Collateral.

Section 12. The Agent's Duties. The powers conferred on the Agent, for the benefit of the Lenders, hereunder are solely to protect the interest of the Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, neither the Agent nor any Lender shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Each Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such party accords its own property.

Section 13. Events of Default. It is understood and agreed that, with respect to any Grantor, the occurrence of any one or more of the following shall constitute an "Event of Default" hereunder with respect to such Grantor and shall entitle the Agent, for the benefit of the Lenders, to take such actions as are

elsewhere provided in this Agreement in respect of Events of Default:

(a) an "Event of Default" or "Default" as defined in the Subsidiary Guaranty shall have occurred and be continuing with respect to such Grantor; or

(b) such Grantor shall have failed to pay the Agent all of the Guaranteed Obligations in accordance with, and as defined in, the Subsidiary Guaranty on the Business Day on which the Agent has demanded such payment in accordance with the terms of the Subsidiary Guaranty; or

(c) any material representation or warranty made by such Grantor herein, in the Subsidiary Guaranty or in any other Loan Document shall prove to have been false in any material respect when made; or

(d) any covenant made by such Grantor herein, in the Subsidiary Guaranty or in any other Loan Document is breached, violated, or not complied with and not cured, in the case of this Agreement (other than with respect to any breach or violation of or non-compliance with Section 4(g) or Section 9 hereof) within 30 days after notice thereof from the Agent and, in the case of the other Loan Documents, within any grace period applicable thereto, or if no grace period is applicable and default thereunder does not result immediately from such noncompliance, then not cured within 30 days after notice thereof from the Agent or the Lenders, and results in a material adverse effect on the Collateral of such Grantor taken as a whole or its availability or value taken as a whole; provided, however, any breach or violation of or non-compliance with Section 4(g) or Section 9 hereof shall immediately result in an Event of Default.

Section 14. Remedies Upon Acceleration Event. If an Acceleration Event shall have occurred and be continuing:

(a) The Agent, for the benefit of the Lenders, may exercise in respect of the Collateral of any defaulting Grantor, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code (the "UCC") and also may (i) exercise any and all rights and remedies of such Grantor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the Assignment of Marks, (ii) require such Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents embodying such Collateral as directed by the Agent and make it available to the Agent, for the benefit of the Lenders, at a place to be designated by the Agent that is reasonably convenient to both

the Agent and such Grantor, (iii) occupy any premises owned or leased by such Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under applicable law, without obligation to such Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, and (v) without notice except as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any defaulting Grantor under or in connection with any of such Collateral shall be received in trust for the benefit of the Lenders, shall be segregated from other funds of such Grantor and shall be immediately paid over to the Agent, for the benefit of the Lenders, in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Collateral of any defaulting Grantor, and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of such Collateral may, in the discretion of the Agent, be held by the Agent, for the benefit of the Lenders, as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 15) for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations, in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent, for the benefit of the Lenders, and remaining after payment in full of all the Secured Obligations shall be paid over to the respective Grantors or to whosoever may be lawfully entitled to receive such surplus. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the UCC).

Section 15. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify the Agent, for the benefit of the Lenders, from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement that are incurred by the Agent (including without limitation enforcement of this Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct.

(b) Each Grantor will upon demand pay to the Agent, for the benefit of the Lenders, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Lenders, may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

Section 16. Security Interest Absolute. All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to the Borrower in any form including credit by way of loan, purchase of assets, guarantee or otherwise, which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(c) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any collateral or such guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments), or any

non-perfection of any collateral, or any consent to departure from any such guaranty (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments);

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or the manner of sale of any collateral;

(e) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of the Borrower or any Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(f) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of the Borrower, any Grantor or any guarantor of the Secured Obligations (including without limitation any guarantor under the Subsidiary Guaranty, other than the Grantor against which this Agreement is to be enforced), or of any collateral for the Secured Obligation (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or guarantor (including without limitation any guarantor under the Subsidiary Guaranty, other than the Grantor against which this Agreement is sought to be enforced) in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(g) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Borrower, any guarantor (including without limitation any guarantor under the Subsidiary Guaranty) or a Grantor.

The granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of the Borrower or any Grantor or otherwise, all as though such payment had not been made.

Section 17. Waiver. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that the Secured Parties protect, secure, perfect or insure any Security Interest or any Collateral subject thereto or

exhaust any right or take any action against any Grantor or any other Person (including without limitation any guarantor under the Subsidiary Guaranty) or any collateral securing payment of the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments).

Section 18. Subrogation. Prior to termination of this Agreement in accordance with the provisions of Section 21(c), no Grantor will exercise any rights that it may acquire by way of subrogation under this Agreement. If an amount shall be paid to such Grantor on account of such subrogation rights at any time prior to termination of this Agreement in accordance with the provisions of Section 21(c), such amount shall be held in trust for the benefit of the Lenders and shall forthwith be paid to the Agent, for the benefit of the Lenders, to be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement and the Subsidiary Guaranty.

Section 19. Amendments, Etc.

(a) Except as provided in subsection (b) of this Section 18, no amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Upon the execution and delivery by any Person of a supplement to this Agreement pursuant to which such Person agrees to become a party hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person or entity shall be referred to as an "Additional Grantor" and shall be and become a Grantor and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the schedules attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV hereto, and the Agent may attach such supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant hereto.

(c) Any person that executes an Intellectual Property Security Agreement Supplement shall also execute and deliver such financing statements and all further instruments and documents and take all further action that may be necessary or desirable or that the Agent may reasonably request in order to perfect and protect any Security Interest purported to be granted thereby.

Section 20. Addresses for Notices. Any notice shall be conclusively deemed to have been received by any party hereto and be effective on the day on which delivered to such party (against receipt therefor) at the address set forth below or such other address as such party shall specify to the other parties in writing, (or, in the case of notice by telecopy (where receipt of such notice is verified by return), when received at such telecopy number as may from time to time be specified in written notice to the other parties hereto or otherwise received) or, if sent prepaid by certified or registered mail return receipt requested on the third Business Day after the day on which mailed, or, if sent prepaid by a national overnight courier service, on the first Business Day after the day on which delivered to such service against receipt therefor, addressed to such party at said address:

(a) if to any Grantor:

c/o BEC Group, Inc.
555 Theodore Fremd Avenue
Rye, New York 10580
Attention: Mr. Ian G.H. Ashken
Telephone: (914) 967-9400
Telecopy: (914) 967-9405

with a copy to:

Kane Kessler, P.C.
1350 Avenue of the Americas
New York, New York 10019
Attention: Robert L. Lawrence, Esq.
Telephone: (212) 541-6222
Telecopy: (212) 245-3009

(b) if to the Agent:

NationsBank, N.A.
Independence Center, 15th Floor
1-001-15-04
Charlotte, North Carolina 28255
Attention: Angela Berry, Agency Services
Telephone: (704) 386-8958
Telecopy: (704) 386-9923

with a copy to:

NationsBank, N.A.
Corporate Banking
767 Fifth Avenue, 5th Floor
New York, New York 10153-0083
Attention: Mr. Christopher C. Browder,
Vice President
Telephone: (212) 407-5332
Telecopy: (212) 751-6909

Section 21. Continuing Security Interest; Assignments Under the Credit Agreement; Release of Collateral.

(a) This Agreement shall create a continuing Security Interest in the Collateral and shall (i) remain in full force and effect until terminated in accordance with the provisions of Section 21(c), (ii) be binding upon each Grantor, its successors and assigns, provided, however, no Grantor shall make any assignment hereof without the prior consent of the Agent, and (iii) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article XIII thereof (concerning the Agent) and Section 15.1 concerning assignments and participations.

(b) Except as permitted by the Credit Agreement, no Grantor shall sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this Agreement without the prior written consent of the Agent to such sale, lease, transfer or other disposition.

(c) On the date when the Secured Obligations shall have been Fully Satisfied, the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantors, and this Agreement and all obligations of the Grantors hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this Agreement, the Agent shall reassign and redeliver such Collateral then held by or for the Agent and the Lenders and execute and deliver to each Grantor such documents as it shall reasonably request to evidence such termination.

Section 22. Swap Agreements. All obligations of the Borrower under Swap Agreements shall be deemed to be Secured Obligations secured hereby, and each Lender or affiliate of a Lender party to any such Swap Agreement shall be deemed to be a Secured Party hereunder.

Section 23. Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and

such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

Section 24. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 25. Governing Law.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

(b) EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) EACH PARTY AGREES THAT SERVICE OF PROCESS MAY BE MADE ON SUCH PARTY BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF SUCH PARTY PROVIDED BY SECTION 20, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF NEW YORK.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE ANY PARTY FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY PLACE WHERE ANY PARTY OR ANY PARTY'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE TO IT.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT

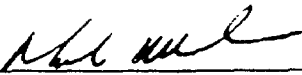
MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH PARTY HEREBY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE THAT EACH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

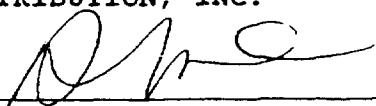
IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

GRANTORS:


BEC GROUP, INC.

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer


BEC DISTRIBUTION, INC.

By: 
Name: Desiree DeStafano
Title: President

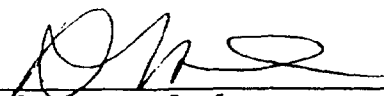
THE BONNEAU COMPANY

By: 
Name: Martin E. Franklin
Title: President

BONNEAU GENERAL, INC.

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

BONNEAU HOLDINGS, INC.

By: 
Name: Desiree DeStefano
Title: President

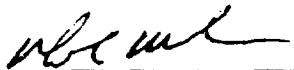
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Signature Page 1 of 3

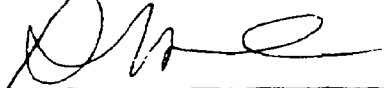
TRADEMARK
REEL: 1467 FRAME: 0488

TRADEMARK
REEL: 001972 FRAME: 0659


OPTI-RAY, INC.

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

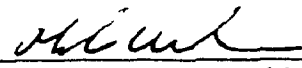
O-RAY HOLDINGS, INC.

By: 
Name: Desiree DeStefano
Title: President

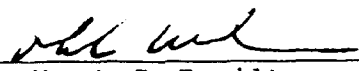
BOLLÉ AMERICA, INC.

By: 
Name: Martin E. Franklin
Title: Vice President

OPTICAL RADIATION CORPORATION

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

ORC CARIBE

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT


Signature Page 2 of 3

TRADEMARK
REEL: 1467 FRAME: 0489

TRADEMARK
REEL: 001972 FRAME: 0660

FOSTER GRANT GROUP, L.P.

By: BONNEAU GENERAL, INC., a general
partner

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

AGENT:

NATIONSBANK, N.A., as Agent for the
Lenders

By: _____
Name: _____
Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Signature Page 3 of 3

TRADEMARK

TRADEMARK


REEL: 001972 FRAME: 0661

STATE OF NEW YORK

COUNTY OF NEW YORK

)
) ss.
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of April, 1996, personally appeared MARTIN FRANKLIN to me known personally, and who, being by me duly sworn, deposes and says that he is ~~NOT~~ AN OFFICER of EACH OF THE COMPANIES LISTED BELOW*, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said MARTIN FRANKLIN acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
My commission expires:

* BEC GROUP, INC.
THE BONNEAU COMPANY
BONNEAU GENERAL, INC.
OPTI-RAY, INC.
BOLLE AMERICA, INC.
OPTICAL RADIATION CORPORATION
ORC CARIBE

JUDI WASSERMAN
NOTARY PUBLIC, State of New York
No. 24-4739990
Qualified in Kings County
Commission Expires March 30, 1997

TRADEMARK
REEL: 1467 FRAME: 0491

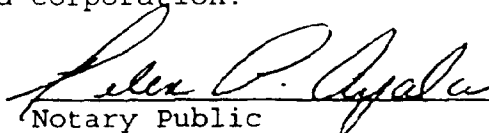
TRADEMARK
REEL: 001972 FRAME: 0662

STATE OF NEW YORK

COUNTY OF Westchester

)
) ss.
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of April, 1996, personally appeared Desiree DeStefano to me known personally, and who, being by me duly sworn, deposes and says that she is the President of each of the companies listed below*, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Desiree DeStefano acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
My commission expires:

HELEN P. AYALA
NOTARY PUBLIC, State of New York
No. 01AY5029632
Qualified in Westchester County
Commission Expires June 27, 1996

* BEC Distribution, Inc.
Bonneau Holdings, Inc.
O-Ray Holdings, Inc.

TRADEMARK
REEL: 1467 FRAME: 0492

TRADEMARK
REEL: 001972 FRAME: 0663

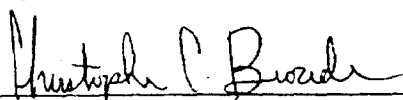
FOSTER GRANT GROUP, L.P.

By: BONNEAU GENERAL, INC., a general
partner
BONNEAU HOLDINGS, INC., a limited
partner
O-RAY HOLDINGS, INC., a limited
partner

By: _____
Name: _____
Title: _____

AGENT:

NATIONSBANK, N.A., as Agent for the
Lenders

By: 
Name: _____
Title: _____

CHRISTOPHER C. BROWDER
SENIOR VICE PRESIDENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Signature Page 3 of 3

TRADEMARK
REEL: 1467 FRAME: 0493
TRADEMARK
REEL: 001972 FRAME: 0664

STATE OF NEW YORK

)

) ss.

COUNTY OF _____

)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of April, 1996, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of _____, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My commission expires:

TRADEMARK

REEL: 1467 FRAME: 0101

TRADEMARK

REEL: 001972 FRAME: 0665

SCHEDULE I

<u>Patent No.</u>	<u>Date Issued</u>	<u>Description</u>
5,337,151	08-09-94	Double-sided circuit board exposure machine and method with optical registration and material variation compensation
5,315,116	05-24-94	Baffled cold shields for infrared detector
5,277,782	01-11-94	Baffled cold shields for infrared detector
5,196,106	03-23-93	Infrared absorbent shield
5,194,996	03-16-93	Digital audio recording format for motion picture film
5,194,496	03-16-93	Compositions of polyphenylene oxide or mixtures of polyphenylene oxide stabilized with compounds containing a triple acetylenic bond
5,104,496	04-14-92	Low mist chromium plating method and system
4,707,734	11-17-87	Coarse flaw detector for printed circuit board inspection
4,636,212	01-13-87	Ultraviolet radiation absorbing intraocular lens
4,504,982	03-19-85	Aspheric intraocular lens
4,437,194	03-20-84	Intraocular lens assembly
4,208,018	06-17-80	Method and apparatus for winding an endless tape

SCHEDULE II

Country	Mark	Owner	Status	Application No	Registration No
ARGENT	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	1,671,147	1,325,132
AUSAL	AQUA-MATES	THE BONNEAU COMPANY	Abandoned		A244974
AUSAL	AQUA-MATES	BONNEAU COMPANY, THE	Abandoned	244,974	A,244,974
AUSAL	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	242,679	B,242,679
AUSAL	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	244,963	A244,963
BAHAM	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	8,692	8,692
BAHRI	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	489/80	5,817
BARBA	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		4,868
BERMU	FOSTER GRANT	BONNEAU COMPANY, THE	Registered		B8,341
BRAZL	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	20,048/M-78	006,921,183
BRAZL	FOSTER GRANT	BEC Distribution, Inc.	Registered		006,921,183
BRUNE	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	9,386	8,664
CANAD	BONNEAU	BONNEAU COMPANY, THE	Abandoned	683,073	
CANAD	EYE GEAR	OPTI-RAY, INC.	Abandoned	449,599	
CANAD	EYE GUARD & DESIGN	BONNEAU COMPANY, THE	Registered	484,835	284,959
CANAD	FG (Stylized)	BONNEAU COMPANY, THE	Registered	484,771	273,483
CANAD	FOSTA	BONNEAU COMPANY, THE	Abandoned	203,499	132/33758
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	393,462	223,980
CANAD	GETAWAYS	BEC DISTRIBUTION, INC.	Published	785,841	
CANAD	HIDDEN EYES	OPTI-RAY, INC.	Pending	706,373	TMA445,778
CANAD	LIGHT WAVES & LENS DESIGN	BONNEAU COMPANY, THE	Abandoned	393,461	221,392
CANAD	OPTI-RAY	OPTI-RAY, INC.	Registered	556,682	327,303
CANAD	PENNOPTICS	BEC Distribution, Inc.	Registered	683,072	396,473
CANAD	PENNOPTICS	PENNSYLVANIA OPTICAL COMPANY	Registered	484,766	386,473
CANAD	SPEC 1000	BONNEAU COMPANY, THE	Registered	393,463	294,073
CANAD	SPECTRA-SHADES	BONNEAU COMPANY, THE	Abandoned	484,767	221,393
CANAD	SPORTABLES	BONNEAU COMPANY, THE	Registered	527,614	300,075
CANAD	THE YOUNG WORLD OF FOSTER GRANT	BONNEAU COMPANY, THE	Registered	683,074	304,946
CANAD	VIEWPOINTS	BONNEAU COMPANY, THE	Registered		396,474
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	119,331	1,063,510
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	173,958	337,591
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		161,208
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		97,276
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		54,856
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	780,407	27,888
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	71,842	71,842
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	77,805	25 of 1983
CANAD	FOSTER GRANT	BEC Distribution	Registered		49,478
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	351/87	49,478
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		616/81

HONK	FOSTER GRANT AQUA-MATES	BONNEAU COMPANY, THE	Abandoned	12/71	A-12
INDS	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		158,713
ITALY	OPTI-RAY	OPTI-RAY, INC.	Pending	MI94C001862	
ITALY	UNITED SHADES OF AMERICA	OPTI-RAY, INC.	Pending	TO93C001183	
JACC	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	9/397	B18,569
JAPAN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	40/475/77	1,506,783
JAPAN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	40/476/77	1,466,931
KENYA	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	27,871	27,871
KUWT	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	13,966	13,013
LEBAN	FOSTER GRANT	BONNEAU COMPANY, THE	Registered		45,014
MALAY	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	78,561	
MEXIC	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	238,512	310,715
NANTL	FOSTER GRANT	BONNEAU COMPANY, THE	Registered		8,450
NEWZL	FG	BONNEAU COMPANY, THE	Abandoned	142,859	B142,859
NEWZL	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		B165,452
NCRIA	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		33,177
NORWA	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	109,521	86,455
PANAM	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	383	16,790
PERU	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	058,679	046,222
SABAH	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	22,905	1,301,78
SARAW	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	18,144	1,330/78
SAUDI	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	3392/1401	109/49
SINGP	AQUAMATES	BONNEAU COMPANY, THE	Abandoned	50,853	A50,853
SINGP	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	75,438	75,438
SOFRC	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	71/5857	571/5857
SOFRC	MAGNUM FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	83/3941	B/83/3941
TAIWN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	(70)7826	179,869
THALN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	120,058	76,460
THALN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	120,059	76,481
THALN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	120,062	76,628
THALN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	120,060	76,697
THALN	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	120,061	77,114
TRINI	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	7,219	7,219
TURKE	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	062717	
UARAB	FOSTER GRANT	THE BONNEAU COMPANY	Abandoned		36,434
UNION	SPARE PAIR	BONNEAU COMPANY, THE	Abandoned	1,379,101	
URGUY	FOSTER GRANT	BONNEAU COMPANY, THE	Rejected		
USA	ALL-SPORTS	THE BONNEAU COMPANY	Abandoned	762,552	151,202
USA	ALUMIN EYES	BONNEAU COMPANY, THE	Abandoned	415,384	1,544,280
USA	AQUA-MATES	BEC Distribution, Inc.	Abandoned	337,035	0,964,154
USA	AQUAMATES ULTRA	BEC Distribution, Inc.	Registered	74/335,754	0,904,720
USA	AUTO-FLIPS	BONNEAU COMPANY, THE	Abandoned	454,558	0,986,405
USA	AUTOVISION	BEC Distribution, Inc.	Registered	73/709,868	1,503,759
USA	AVANCE	INTERNATIONAL EYEWEAR & ACCESS	Lapsed	755,491	1,538,041
USA	AVANCE	BEC Distribution, Inc.	Lapsed	74/587,473	

REEL: 1467 FRAME: 0498

TRADEMARK
REEL: 001972 FRAME: 0669

USA	BEACH COMBER	BONNEAU COMPANY, THE	Abandoned	278,442	0,851,107
USA	BEACH COMBER & DESIGN	BONNEAU COMPANY, THE	Abandoned	278,443	0,851,108
USA	BENOOTE	BEC Distribution, Inc.	Registered	242,531	839,945
USA	BENSAFE (stylized letters)	BEC Distribution, Inc.	Registered	451,830	396,435
USA	BENSON OPTICAL	BEC Distribution, Inc.	Registered	232,886	1,762,534
USA	BENSON'S	BEC Distribution, Inc.	Registered	242,530	837,916
USA	BENSON'S and design	BEC Distribution, Inc.	Expired	465,646	1,007,606
USA	BESTSELLERS	BEC Distribution, Inc.	Registered	74/573,487	1,916,286
USA	BUI-TECH 500	BEC Distribution, Inc.	Abandoned	73/715,914	1,514,437
USA	BUI-TECH 500	BONNEAU COMPANY, THE	Abandoned	74/619,021	
USA	BLUES BY FOSTER GRANT	BEC DISTRIBUTION, INC.	Published	74/695,299	
USA	BONNEAU	BEC Distribution, Inc.	Registered	745,184	
USA	CHAIN REACTION	INTERNATIONAL EYEWEAR & ACCESS	Registered	74/236,917	
USA	CHOIX (Stylized Letters)	BONNEAU COMPANY, THE	Registered	748,640	
USA	COLOR WAVES	Bonneau Company	Abandoned	73/752,444	
USA	COMFORMATIC	BONNEAU COMPANY, THE	Abandoned	306,474	
USA	CRYSTAL GAZERS	BONNEAU COMPANY, THE	Abandoned	377,575	
USA	DESERT SANDS	BEC Distribution, Inc.	Registered	021,324	
USA	DRIVER'S CHOICE	BEC Distribution, Inc.	Registered	73/652,776	
USA	ESSENTIAL EYES	BEC Distribution, Inc.	Registered	74/124,298	
USA	EYE FLYERS	BONNEAU COMPANY, THE	Abandoned	386,043	
USA	EYE GEAR	BEC Distribution, Inc.	Registered	72/392,102	
USA	EYE POWER	INTERNATIONAL EYEWEAR & ACCESS	Registered	73/303,130	
USA	EYE POWER OPTICS (Stylized)	INTERNATIONAL EYEWEAR & ACCESS	Registered	73/306,430	
USA	EYE-IDENTIFICATION	BEC Corporation, Inc.	Registered	73/263,555	
USA	FASHION READER	Opti-Ray, Inc.	Abandoned	74/313,785	
USA	FF77 IMPACT	BONNEAU COMPANY, THE	Abandoned	386,042	
USA	FG (Design)	BEC Distribution, Inc.	Proposed		
USA	FG (Stylized Design)	BEC Distribution, Inc.	Registered	244,212	
USA	FG (Stylized)	BEC Distribution, Inc.	Cancelled	73/372,924	
USA	FG FG FG and Design	BONNEAU COMPANY, THE	Abandoned	444,578	
USA	FGSPORT	BEC Distribution, Inc.	Filed	75/020,298	
USA	FITS-IN	PENNSYLVANIA OPTICAL COMPANY	Registered	088,615	
USA	FLEX SPEX	BONNEAU COMPANY, THE	Abandoned	752,443	
USA	FOSTER GRANT	BEC Distribution, Inc.	Cancelled	438,928	
USA	FOSTER GRANT	BEC Distribution, Inc.	Registered	315,696	
USA	FOSTER GRANT	BONNEAU COMPANY, THE	Lapsed	689,511	
USA	FOSTER GRANT	BEC Distribution, Inc.	Abandoned	74/297,476	
USA	FOSTER GRANT	BEC Distribution, Inc.	Registered	084,528	
USA	GLARE GUARD	INTERNATIONAL EYEWEAR & ACCESS	Registered	73/082,666	
USA	GRANTLY	BONNEAU COMPANY, THE	Abandoned	501,974	
USA	GREAT IMPERSONATORS, THE	BONNEAU COMPANY, THE	Abandoned	409,932	
USA	HIDDEN EYES	OPTI-RAY, INC.	Abandoned	74/157,345	
USA	HIDDEN EYES	Opti-Ray	Registered	74/564,095	
USA	IMAGE MAKERS	BEC Distribution, Inc.	Registered	74/591,494	
USA					1,946,497
USA					1,925,265

TRADEMARK

REEL: 1467 FRAME: 0499

TRADEMARK

REEL: 001972 FRAME: 0670

USA	SPARE PAIR PLUS	BEC Distribution, Inc.	Suspended	74/390,063	1,668,597
USA	SPARE PAIR PREMIER	BEC Distribution, Inc.	Suspended	74/390,065	1,489,179
USA	SPARE PAIR USA	BEC Distribution, Inc.	Suspended	74/390,062	1,253,656
USA	SPARKS	INTERNATIONAL EYEWEAR & ACCESS	Registered	74/143,544	1,640,298
USA	SPARKS	INTERNATIONAL EYEWEAR & ACCESS	Registered	73/685,817	
USA	SPEC 1000	BEC Distribution, Inc.	Registered	73/335,342	
USA	SPECTACULAR SHADES	BEC Distribution, Inc.	Registered	020,156	
USA	SPECTRUM, THE	PENNSYLVANIA OPTICAL COMPANY	Abandoned	145,162	
USA	SPORTICA	BEC Distribution, Inc.	Registered	74/179,395	1,765,227
USA	SPS	BEC Distribution, Inc.	Registered	74/166,179	1,742,192
USA	SPS SOLAR PROTECTION SYSTEM (S	BONNEAU COMPANY, THE	Rejected	479,374	1,335,232
USA	SUN PROTECTORS BY OPTI-RAY	BEC Distribution, Inc.	Registered	490,811	1,334,128
USA	SUN SNOOZERS	BEC Distribution, Inc.	Registered	693,139	0,642,912
USA	SUNFIGHTERS	BEC Distribution, Inc.	Registered	74/455,426	1,857,578
USA	SUNFIGHTERS, THE	BONNEAU COMPANY, THE	Abandoned	362,597	0,903,493
USA	SUNGLASS Logo	BEC Distribution, Inc.	Registered	74/522,059	1,894,964
USA	SUNSEEKERS	BEC Distribution, Inc.	Abandoned	762,547	1,544,278
USA	SUNSEEKERS	BEC Distribution, Inc.	Pending	74/587,475	
USA	SUPERIOR LENSES	BEC Distribution, Inc.	Abandoned	74/406,951	
USA	SUSPENDERS	PENNSYLVANIA OPTICAL COMPANY	Abandoned	145,164	
USA	T.G.I.F. EYE WEAR	BEC Distribution, Inc.	Pending	74/406,671	1,548,124
USA	TEASERS	BEC Distribution, Inc.	Lapsed	73/768,628	
USA	THE TRUSTED NAME IN READING GL	BONNEAU COMPANY, THE	Pending	74/560,378	
USA	THE TRUSTED NAME IN SUNGLASSES	BEC Distribution, Inc.	Registered	74/560,377	1,962,784
USA	THE YOUNG WORLD OF FOSTER GRAN	BONNEAU COMPANY, THE	Abandoned	409,931	0,959,802
USA	THINTYPES	BONNEAU COMPANY, THE	Abandoned	315,695	1,212,264
USA	TIMELESS VISIONS	BEC Distribution, Inc.	Abandoned	74/483,074	428,188
USA	TOWN AND COUNTRY	BONNEAU COMPANY, THE	Abandoned	501,975	0,811,758
USA	TRESS & DESIGN	BONNEAU COMPANY, THE	Abandoned	201,116	1,301,329
USA	UNILENS	BONNEAU COMPANY, THE	Abandoned	411,761	1,799,189
USA	UNITED SHADES OF OPTI-RAY	BEC Distribution, Inc.	Registered	74/355,549	1,055,486
USA	VAM	PENNSYLVANIA OPTICAL COMPANY	Registered	088,191	1,544,279
USA	VIEWPOINTS	BEC Distribution, Inc.	Registered	762,551	1,132,111
USA	VISION AID	PENNSYLVANIA OPTICAL COMPANY	Registered	145,119	1,145,677
USA	VISION AID MAGNIFIERS	PENNSYLVANIA OPTICAL COMPANY	Registered	176,592	1,026,595
USA	VISION GUARD	PENNSYLVANIA OPTICAL COMPANY	Abandoned	010,590	1,560,590
USA	WALKABOUTS	BEC Distribution, Inc.	Abandoned	752,486	1,509,030
USA	WE MAKE YOU LOOK GOOD	BONNEAU COMPANY, THE	Abandoned	689,139	
USA	WHO'S THAT BEHIND THOSE FOSTER	BEC Distribution, Inc.	Filed	75/023,030	
USA	X BY FOSTER GRANT	BEC DISTRIBUTION, INC.	Published	74/697,301	1,324,192
USA	XL SERIES	BEC Distribution, Inc.	Registered	453,647	1,479,479
USA	ZONE 3	BONNEAU COMPANY, THE	Lapsed	73/675,985	
USA	ZONE 3	BEC Distribution, Inc.	Registered	74/573,488	1,916,287

REEL: 1467 FRAME: 0501

TRADEMARK

REEL: 001972 FRAME: 0672

Country	Mark	Owner	Status	Application No	Registration No
COLOMB	ORC	Optical Radiation Corporation	Registered	94/503,562	94/503,562
FRANC	ORCOLITE	Optical Radiation Corporation	Registered	63-140775	2,374,823
JAPAN	OPTI-BEAM	Optical Radiation Corporation	Registered		1,998,420
JAPAN	ORC	Optical Radiation Corporation	Pending	59-2099	
JAPAN	UV-400	Optical Radiation Corporation	Pending	85013472	
TAIWAN	FOCALITE	Optical Radiation Corporation	Pending	85013473	
TAIWAN	FVEVE	Optical Radiation Corporation	Pending	85013474	
TAIWAN	LINEFREE	Optical Radiation Corporation	Pending	85013475	
TAIWAN	LITEWEIGHTS	OPTICAL RADIATION CORPORATION	Pending	85013476	
TAIWAN	ORCOLITE	OPTICAL RADIATION CORPORATION	Pending	85013477	
TAIWAN	POLAR POLY	Optical Radiation Corporation	Pending	85013478	
TAIWAN	POLY TAG	OPTICAL RADIATION CORPORATION	Pending		85013480
TAIWAN	TOMORROW'S TECHNOLOGY TODAY	Optical Radiation Corporation	Pending		
TAIWAN	TUFF STUFF	Optical Radiation Corporation	Pending	85013479	
USA	ARC-901	Optical Radiation Corporation	Registered	440,235	1,290,857
USA	CD Sound	Optical Radiation Corporation	Abandoned	74/016,770	
USA	CDS	Optical Radiation Corporation	Registered		1,650,628
USA	CENTURY	Optical Radiation Corporation	Registered	73/834,190	1,664,745
USA	CENTURY & Design	Optical Radiation Corporation	Abandoned	73/519,318	
USA	CINEMA DIGITAL SOUND	Optical Radiation Corporation	Abandoned	74/016,772	
USA	CINEMA DIGITAL SOUND	Optical Radiation Corporation	Registered	74/016,771	1,652,198
USA	CINEMASCOPE	Optical Radiation Corporation	Registered	74/124,167	1,800,476
USA	COMPUTON	Optical Radiation Corporation	Cancelled	73/708,337	1,519,694
USA	DEW-10	Optical Radiation Corporation	Cancelled	73/711,319	1,514,433
USA	ENCHWITE	Optical Radiation Corporation	Registered	74/272,705	1,746,115
USA	ENDRY	Optical Radiation Corporation	Abandoned	74/100,215	
USA	ENVIRO COAT	Optical Radiation Corporation	Abandoned	74/579,805	
USA	FILEVUE	Optical Radiation Corporation	Abandoned	74/421,056	
USA	FLEXCON	Optical Radiation Corporation	Abandoned	74/128,053	
USA	FOCALITE	Optical Radiation Corporation	Registered	74/272,704	1,741,085
USA	FOCALITES	Optical Radiation Corporation	Abandoned	74/194,318	
USA	I-KLEEN	Optical Radiation Corporation	Abandoned	74/053,697	
USA	KERASCAN	Optical Radiation Corporation	Allowed	74/420,585	
USA	KERAVUE	Optical Radiation Corporation	Abandoned	74/388,372	
USA	LENES YOU CAN'T GET IN AN HOU	Optical Radiation Corporation	Registered	74/104,344	1,730,722
USA	LIDS	Optical Radiation Corporation	Registered	74/169,436	1,731,996
USA	LIDS	Optical Radiation Corporation	Abandoned	74/100,129	
USA	LIDS and design	Optical Radiation Corporation	Abandoned	74/127,975	
USA	LINE FREE PROGRESSIVE LENS and	Optical Radiation Corporation	Registered	73/677,061	1,624,495
USA	LITE STYLE LENSES	Optical Radiation Corporation	Registered		1,717,706

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TRADEMARK

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USACA	CENTURY and Design	Optical Radiation Corporation	Expired	75,936
USACA	LTTESTYLE	Optical Radiation Corporation.	Expired	78,152
USACA	NIIGUARD	Optical Radiation Corporation	Expired	2,744
USACA	NIOPTICS	Optical Radiation Corporation	Renewed	52,725
USACA	OPTI-BEAM	Optical Radiation Corporation	Expired	68,472
USACA	OPTIMAX	Optical Radiation Corporation	Expired	63,129
USACA	ORCOLITE	Optical Radiation Corporation	Renewed	51,574
USACA	STABLEFLEX	Optical Radiation Corporation	Expired	67,300
USATX	ORCO and Design	Optical Radiation Corporation	Registered	46,017

TRADEMARK

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TRADEMARK

REEL: 001972 FRAME: 0675

Country	Mark	Owner	Status	Application No	Registration No
ARGENT	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	1,671,147	1,325,132
AUSAL	AQUA-MATES	THE BONNEAU COMPANY	Abandoned		A244974
AUSAL	AQUA-MATES	BONNEAU COMPANY, THE	Abandoned	244,974	A,244,974
AUSAL	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	242,679	B,242,679
AUSAL	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	244,963	A244,963
BAHAM	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	8,692	8,692
BAHRA	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	489/80	5,817
BARBA	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		4,868
BERAU	FOSTER GRANT	BONNEAU COMPANY, THE	Registered		B8,341
BRATL	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	20,048/M-78	006,921,181
BRATL	FOSTER GRANT	BEC Distribution, Inc.	Registered		006,921,183
BRDNE	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	9,386	8,664
CANAD	BONNEAU	BONNEAU COMPANY, THE	Abandoned	683,073	
CANAD	EYE GEAR	OPTI-RAY, INC.	Abandoned	449,599	
CANAD	EYE GEAR & DESIGN	BONNEAU COMPANY, THE	Registered	484,835	284,959
CANAD	FG (Stylized)	BONNEAU COMPANY, THE	Registered	484,771	273,483
CANAD	FOSTA	BONNEAU COMPANY, THE	Abandoned	203,499	132/33758
CANAD	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	393,462	223,980
CANAD	GETAWAYS	BEC DISTRIBUTION, INC.	Published	785,841	
CANAD	HIDDEN EYES	OPTI-RAY, INC.	Pending	706,373	
CANAD	LIGHT WAVES & LENS DESIGN	BONNEAU COMPANY, THE	Abandoned	393,461	TM445,778
CANAD	OPTI-RAY	OPTI-RAY, INC.	Registered	556,682	221,392
CANAD	PENNOPTICS	BEC Distribution, Inc.	Registered	683,072	327,303
CANAD	PENNOPTICS	PENNSYLVANIA OPTICAL COMPANY	Registered	484,766	396,473
CANAD	SPEC 1000	BONNEAU COMPANY, THE	Registered	393,463	386,473
CANAD	SPECTRA-SHADES	BONNEAU COMPANY, THE	Abandoned	484,767	221,393
CANAD	SPORTABLES	BONNEAU COMPANY, THE	Registered	527,614	300,075
CANAD	THE YOUNG WORLD OF FOSTER GRANT	BONNEAU COMPANY, THE	Registered	683,074	304,946
CANAD	VITEMPOINTS	BONNEAU COMPANY, THE	Registered	119,331	396,474
CAYMA	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	173,958	1,063,510
CHILE	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		337,591
CHINA	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		161,208
COLMB	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned		97,276
COSTA	FOSTER GRANT	THE BONNEAU COMPANY	Abandoned		54,856
DOMEP	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	780,407	27,888
GREEC	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	71,842	71,842
GRAND	FOSTER GRANT	BONNEAU COMPANY, THE	Registered	77,805	25 of 1983
GUATM	FOSTER GRANT	BONNEAU COMPANY, THE	Registered		49,478
GUATM	FOSTER GRANT	BEC Distribution	Abandoned		49,478
HONGK	FOSTER GRANT	BONNEAU COMPANY, THE	Abandoned	351/87	616/81

USA	SPARE PAIR PLUS	BEC Distribution, Inc.	Suspended	74/390,063	1,668,597
USA	SPARE PAIR PREMIER	BEC Distribution, Inc.	Suspended	74/390,065	1,489,179
USA	SPARE PAIR USA	BEC Distribution, Inc.	Suspended	74/390,062	1,253,656
USA	SPARKS	INTERNATIONAL EYEWEAR & ACCESS	Registered	74/143,544	1,640,298
USA	SPARKS	INTERNATIONAL EYEWEAR & ACCESS	Registered	73/685,817	
USA	SPEC 1000	BEC Distribution, Inc.	Registered	73/335,342	
USA	SPECTACULAR SHADES	BEC Distribution, Inc.	Registered	020,156	
USA	SPECTRUM, THE	PENNSYLVANIA OPTICAL COMPANY	Abandoned	145,162	
USA	SPORTICA	BEC Distribution, Inc.	Registered	74/179,395	1,765,227
USA	SPS	BEC Distribution, Inc.	Registered	74/166,179	1,742,192
USA	SPS SOLAR PROTECTION SYSTEM (S	BONNEAU COMPANY, THE	Rejected	479,374	1,335,232
USA	SUN PROTECTORS BY OPTI-RAY	BEC Distribution, Inc.	Registered	490,811	1,334,128
USA	SUN SNOOZERS	BEC Distribution, Inc.	Registered	693,139	0,642,912
USA	SUNFIGHTERS	BEC Distribution, Inc.	Registered	74/455,426	1,857,578
USA	SUNFIGHTERS, THE	BONNEAU COMPANY, THE	Abandoned	362,597	0,903,493
USA	SUNGLASS Logo	BEC Distribution, Inc.	Registered	74/522,059	1,894,964
USA	SUNSEKERS	BEC Distribution, Inc.	Abandoned	762,547	1,544,278
USA	SUNSEKERS	BEC Distribution, Inc.	Pending	74/587,475	
USA	SUPERIOR LENSES	BEC Distribution, Inc.	Abandoned	74/406,951	
USA	SUSPENDERS	PENNSYLVANIA OPTICAL COMPANY	Abandoned	145,164	
USA	T.G.I.F. EYE WEAR	BEC Distribution, Inc.	Pending	74/406,671	1,548,124
USA	TEASERS	BEC Distribution, Inc.	Lapsed	73/768,628	
USA	THE TRUSTED NAME IN READING GL	BONNEAU COMPANY, THE	Pending	74/560,378	
USA	THE TRUSTED NAME IN SUNGLASSES	BEC Distribution, Inc.	Registered	74/560,377	1,962,784
USA	THE YOUNG WORLD OF FOSTER GRAN	BONNEAU COMPANY, THE	Abandoned	409,931	0,959,802
USA	THINTYPES	BONNEAU COMPANY, THE	Abandoned	315,695	1,212,264
USA	TIMELESS VISIONS	BEC Distribution, Inc.	Abandoned	74/483,074	
USA	TOWN AND COUNTRY	BONNEAU COMPANY, THE	Abandoned	501,975	428,188
USA	TRESS & DESIGN	BONNEAU COMPANY, THE	Abandoned	201,116	0,811,758
USA	UNILENS	BONNEAU COMPANY, THE	Abandoned	411,761	1,301,329
USA	UNITED SHADES OF OPTI-RAY	BEC Distribution, Inc.	Registered	74/355,549	1,799,189
USA	VAM	PENNSYLVANIA OPTICAL COMPANY	Registered	088,191	1,055,486
USA	VIEWPOINTS	BEC Distribution, Inc.	Registered	762,551	1,544,279
USA	VISION AID	PENNSYLVANIA OPTICAL COMPANY	Registered	145,119	1,132,111
USA	VISION AID MAGNIFIERS	PENNSYLVANIA OPTICAL COMPANY	Registered	176,592	1,145,677
USA	VISION GUARD	PENNSYLVANIA OPTICAL COMPANY	Abandoned	010,590	1,026,595
USA	WALKABOUTS	BEC Distribution, Inc.	Abandoned	752,486	1,560,590
USA	WE MAKE YOU LOOK GOOD	BONNEAU COMPANY, THE	Abandoned	689,139	1,509,030
USA	WHO'S THAT BEHIND THOSE FOSTER	BEC Distribution, Inc.	Filed	75/023,030	
USA	X BY FOSTER GRANT	BEC DISTRIBUTION, INC.	Published	74/697,301	1,324,192
USA	XL SERIES	BEC Distribution, Inc.	Registered	453,647	1,479,479
USA	ZONE 3	BONNEAU COMPANY, THE	Lapsed	73/675,985	
USA	ZONE 3	BEC Distribution, Inc.	Registered	74/573,488	1,916,287

Country	Mark	Owner	Status	Application No	Registration No
COUMB	ORC	Optical Radiation Corporation	Registered	94/503,562	94/503,562
FRANC	ORCOLITE	Optical Radiation Corporation	Registered	63-140775	2,374,823
JAPAN	OPTI-BEAM	Optical Radiation Corporation	Registered		1,998,420
JAPAN	ORC	Optical Radiation Corporation	Pending	59-2099	
JAPAN	UV-400	Optical Radiation Corporation	Pending	85013472	
TAIWAN	FOCALITE	OPTICAL RADIATION CORPORATION	Pending	85013473	
TAIWAN	FYEYE	Optical Radiation Corporation	Pending	85013474	
TAIWAN	LINEFREE	Optical Radiation Corporation	Pending	85013475	
TAIWAN	LITWEIGHTS	OPTICAL RADIATION CORPORATION	Pending	85013476	
TAIWAN	ORCOLITE	OPTICAL RADIATION CORPORATION	Pending	85013477	
TAIWAN	POLAR POLY	Optical Radiation Corporation	Pending	85013478	
TAIWAN	POLY TX3	OPTICAL RADIATION CORPORATION	Pending		85013480
TAIWAN	TOMORROW'S TECHNOLOGY TODAY	Optical Radiation Corporation	Pending		
TAIWAN	TUFF STUFF	Optical Radiation Corporation	Pending	85013479	
USA	ARC-901	Optical Radiation Corporation	Registered	440,235	1,290,857
USA	CD Sound	Optical Radiation Corporation	Abandoned	74/016,770	
USA	CDS	Optical Radiation Corporation	Registered		1,650,628
USA	CENTURY	Optical Radiation Corporation	Registered	73/834,190	1,664,745
USA	CENTURY & Design	Optical Radiation Corporation	Registered	73/519,318	
USA	CINEMA DIGITAL SOUND	Optical Radiation Corporation	Abandoned	74/016,772	
USA	CINEMA DIGITAL SOUND	Optical Radiation Corporation	Abandoned	74/016,771	1,652,198
USA	CINEMASCOPE	Optical Radiation Corporation	Registered	74/124,167	1,800,476
USA	COMPUION	Optical Radiation Corporation	Registered	73/708,337	1,519,694
USA	DEM-10	Optical Radiation Corporation	Cancelled	73/711,319	1,514,433
USA	ENCHANTE	Optical Radiation Corporation	Cancelled	74/272,705	1,746,115
USA	ENDRY	Optical Radiation Corporation	Registered	74/100,215	
USA	ENVIRO COAT	Optical Radiation Corporation	Abandoned	74/579,805	1,741,085
USA	FILEVUE	Optical Radiation Corporation	Abandoned	74/421,056	
USA	FLEXOON	Optical Radiation Corporation	Abandoned	74/128,053	
USA	FOCALITE	Optical Radiation Corporation	Registered	74/272,704	
USA	FOCALITES	Optical Radiation Corporation	Abandoned	74/194,318	
USA	I-KLEEN	Optical Radiation Corporation	Abandoned	74/053,697	
USA	KERASCAN	Optical Radiation Corporation	Allowed	74/420,585	
USA	KERAVUE	Optical Radiation Corporation	Abandoned	74/388,372	
USA	LENSES YOU CAN'T GET IN AN HOU	Optical Radiation Corporation	Registered	74/104,344	1,730,722
USA	LIDS	Optical Radiation Corporation	Registered	74/169,436	1,731,996
USA	LIDS	Optical Radiation Corporation	Abandoned	74/100,129	
USA	LIDS and design	Optical Radiation Corporation	Abandoned	74/127,975	
USA	LINE FREE PROGRESSIVE LENS and	Optical Radiation Corporation	Registered	73/677,061	1,624,495
USA	LITE STYLE LENSES	Optical Radiation Corporation	Registered		1,717,706

USA	LITEONES	Optical Radiation Corporation	Abandoned	74/147,101	1,384,122
USA	LITESTYLE	Optical Radiation Corporation	Registered	73/550,332	1,663,267
USA	LITESTYLE LENSES and design	Optical Radiation Corporation	Registered	74/108,286	1,739,526
USA	LITENEIGHTS	Optical Radiation Corporation	Registered	74/129,504	
USA	MASTERVUE	Optical Radiation Corporation	Abandoned	74/420,583	
USA	MASTERVUE	Optical Radiation Corporation	Registered		1,873,665
USA	MEMORVLENS	Optical Radiation Corporation	Registered	74/052,655	1,637,512
USA	MIRAGE	Optical Radiation Corporation	Published	74/237,905	
USA	MIRAGE 2000	Optical Radiation Corporation	Published	74/273,615	
USA	MULTIVUE	Optical Radiation Corporation	Registered	74/420,582	1,866,620
USA	NIGUARO	Optical Radiation Corporation	Abandoned	37,991	1,029,590
USA	NIOPTICS	Optical Radiation Corporation	Registered	38,795	1,035,239
USA	NO STITCH	Optical Radiation Corporation	Abandoned	74/056,932	
USA	NULL STITCH	Optical Radiation Corporation	Abandoned	74/056,933	
USA	OG and Design	Optical Radiation Corporation	Registered	74/273,624	
USA	OMEGA	Optical Radiation Corporation	Abandoned	74/058,834	1,746,228
USA	OMEGA OPTICAL COMPANY	Optical Radiation Corporation	Registered		1,672,871
USA	OMEGA	Optical Radiation Corporation	Registered		1,071,792
USA	OPTI-BEAM	Optical Radiation	Registered		1,299,325
USA	OPTIMAX	Optical Radiation Corporation	Registered	73/299,133	1,193,088
USA	ORCO	Optical Radiation Corporation	Cancelled	312,675	1,407,532
USA	ORCOLITE	Optical Radiation Corporation	Registered		1,192,739
USA	ORCOLITE	Optical Radiation Corporation	Registered	73/312,675	1,192,739
USA	ORCOLON	Optical Radiation Corporation	Cancelled		1,485,915
USA	ORCON	Optical Radiation Corporation	Expired	443,155	1,014,923
USA	POLAR POLY	OPTICAL RADIATION CORPORATION	Published	74/686,001	
USA	POLY TX3	Optical Radiation Corporation	Registered	74/079,441	1,648,031
USA	POLY TX3	Optical Radiation Corporation	Pending	74/047,612	
USA	POLYTX3	Optical Radiation Corporation	Registered	74/043,263	1,634,713
USA	QUICKVUE	Optical Radiation Corporation	Registered	74/420,584	1,879,570
USA	RX PEDITER OPTICAL RADIATION	Optical Radiation Corporation	Cancelled		1,486,769
USA	SMART TOPOGRAPHY	Optical Radiation Corporation	Registered	74/421,055	1,865,456
USA	STABLEFLEX	Optical Radiation Corporation	Cancelled		1,276,768
USA	STITCHLESS	Optical Radiation Corporation	Abandoned	74/056,934	
USA	THE OMEGA GROUP	Optical Radiation Corporation	Registered		1,672,870
USA	TOMORROW'S TECHNOLOGY TODAY	Optical Radiation Corporation	Pending	unknown	
USA	TUFF STUFF	Optical Radiation Corporation	Pending	75/023,163	
USA	ULTRA LITESTYLE	Optical Radiation Corporation	Registered	74/166,894	1,688,859
USA	ULTRA LITESTYLE LENSES & Desig	Optical Radiation Corporation	Registered	74/166,893	1,701,511
USA	ULTRA-STAR	Optical Radiation Corporation	Registered	73/588,247	1,426,376
USA	USA	Optical Radiation Corporation	Registered	74/121,344	1,697,150
USA	UV-400	Optical Radiation Corporation	Registered	73/242,086	1,153,788
USA	XENOGRAPHIC	Optical Radiation Corporation	Expired	444,012	1,005,554
USA	ZERO STITCH	Optical Radiation Corporation	Abandoned	74/056,935	
USACA	ARC-901	Optical Radiation Corporation	Registered		70,562

USACA	CENTURY and Design	Optical Radiation Corporation	Expired	75,936
USACA	LITESTYLE	Optical Radiation Corporation.	Expired	78,152
USACA	NIGUARD	Optical Radiation Corporation	Expired	2,744
USACA	NIOPTICS	Optical Radiation Corporation	Renewed	52,725
USACA	OPTI-BEAM	Optical Radiation Corporation	Expired	68,472
USACA	OPTIMAX	Optical Radiation Corporation	Expired	63,129
USACA	OROCOLITE	Optical Radiation Corporation	Renewed	51,574
USACA	STABLEFLEX	Optical Radiation Corporation	Expired	67,300
USATX	ORCO and Design	Optical Radiation Corporation	Registered	46,017

TRADEMARK
REEL: 1467 FRAME: 0512

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None.

SCHEDULE III
Copyrights

TRADEMARK
REEL: 001972 FRAME: 0684

TRADEMARK

REEL: 1467 FRAME: 0513

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SCHEDULE IV

Licenses

1. Benson entered into a License Agreement (the "License"), dated October 20, 1994, between the Borrower and OCA Acquisition, Inc., d/b/a Optical Corporation of America ("OCA"), pursuant to which Benson granted to OCA an exclusive (except with respect to the Borrower's current use, but not in the retail optical business) royalty-free license to utilize the Name/Marks "Benson", "Benson's" and/or "Benson Optical" for a period not exceeding five (5) years from the date thereof, with the exception that the license is perpetual with respect to any of the Benson Optical Co., Inc.'s and Superior Optical Company, Inc.'s retail locations within the state of Minnesota. The Borrower believes that the License does not grant rights to any names or marks which are material to its business and/or the business of its subsidiaries.

2. BEC Distribution, Inc. has a licensing arrangement with Foster Grant Group, L.P. in connection with its intellectual property.

3. Bolle America, Inc. is a party to the Distributorship Agreement dated December 15, 1992, as amended, between Bolle America, Inc. and Etablissemet Bolle S.N.C. pursuant to which Bolle America obtained certain rights to the trademarks and patents attached hereto and made a part of this Schedule IV.

4. The Foster Grant Group has entered into license agreements pursuant to which it has been granted the right to use the following brand names pursuant to and in connection with the terms of the respective license agreement: ABC Sports, Ban de Soleil, Car and Driver, Copertone, Revlon and Spalding.

BOULE, AMERICA
ACTUAL USE FILING STATUS REPORT

2/23/96

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Mark	Owner	Reg. Filing Date	Serial No.	Determ. of Reg. Date	Action	Follow-up	Pub. Date	Opp. Date	Opposition Comments	Co Reg. No.	Ca Reg. No.
Dysona Design	DAI	5/25/95	74/635133				2/23/96	2/22/96			
Legislation (word only)	DAI	2/28/96	74/480328				2/27/95	2/16/95			

According to
TTAB, 7/25/95
letter re:
approval of
amendment was
in error.
Amendment is
being
transferred
back to
examining
attorney for
action on the
amendment (per
telephone call
with TTAB
12/19/95).

**BOLLE' AMERICA
FEDERALLY REGISTERED MARKS REPORT**

2/19/96	MARK	Owner	Class1	Class2	Issue Date	Aff. Due	Aff. Sent	Conf.	Rec'd	Exp. Date	Reg. No.	Action
	Trade Dress	BAI	20	9	5/21/96	5/21/1999				5/21/2004	1037766	
					TO							
	Notation	BAI	20	9	6/7/90	5/21/2000				6/7/2000	1009946	
					TO							
	Tiger Snake	BAI	9	9	12/27/94	12/27/1999				12/27/2004	1069356	Registered as of 12/27/94
					TO							
	Avant Edge	BAI	20	9	7/7/92	12/27/2000				7/7/2002	1099667	
					TO							
	Wardrobe Bottle	BAI	9	9	3/25/88	3/25/1999				3/25/2008	1000563	Section 8 & 15 Affidavits accepted 10/2/94.
					TO							
	Put on On Your Face (clothing)	BAI	25	9	3/23/88	3/23/1999				3/23/2008	1504060	Section 8 & 15 Affidavits accepted 8/15/94.
					TO							
	Overnighted	BAI	9	9	8/23/88	8/23/1999				8/23/2008	1501166	Section 8 & 15 Affidavits accepted 8/15/94.
					TO							
	bf	BAI	20	9	11/15/88	11/15/1999				11/15/2008	1512392	Section 8 & 15 Affidavit accepted 3/27/95.
					TO							
	Contour	BAI	9	9	6/27/89	6/27/1999				6/27/2009	1545222	Section 8 & 15 Affidavit sent 3/23/95. Affidavits received by PTO but acceptance withheld pending proof that Bolle America, Inc., the Delaware corporation, is the owner of the mark. Assignment document sent 1/1/96.
					TO							
	Bottle (eyeglasses)	BAI	9	9	6/13/78	6/13/1999				6/13/1999	1092117	
					TO							
	Bottle (teaching)	BAI	35	9	3/5/85	3/5/1990				3/5/2005	1222357	
					TO							

BOLLE, AMERICA
FEDERALLY REGISTERED MARKS REPORT

Mark	Owner	Class	Class	Issue Date	Att. Due	Att. Sent	Conf.	Rec'd	Exp. Date	Reg. No.	Action
3/13/95											
Aquashield	BAI	28	9	11/12/91	11/12/1996				11/12/2001	1666576	
				TO							
Carbo Glas	ESMC	28	9	6/8/71	11/12/1997				6/8/1992	923144	Renewal filed by Richard Harris
				TO	6/8/1976						
Geometric	BAI	28	9	6/29/92	6/29/1998				6/29/2003	1773339	
				TO	6/29/1977						
Micro Edge	BAI	9		1/29/91	1/29/1996				1/29/2001	1633050	
				TO	1/29/1997						
Allen	BAI	28		6/18/92	6/18/1997				6/18/2002	1709331	
				TO	6/18/1997						
bolle, PC	BAI	9		6/16/88	6/16/1993	3/4/94	8/15/94		6/16/2008	1691987	Section 8 & 15 Affidavits accepted on 8/15/94.
				TO	6/16/1993						
Acrylox	BAI	9		9/20/88	9/20/1993	3/4/94	8/15/94		9/20/2008	1504634	Section 8 & 15 Affidavits accepted 8/15/94.
				TO	9/20/1993						
bolle (Image)	BAI	28	18	12/13/94	12/13/1999				12/13/2004	1667002	Examiner initially refused application. He amended application on 3/2/94. Received confirmation of amendment on 5/9/94. Approved for publication on 9/20/94. Registered as of 12/13/94.
				TO	12/13/2000						
Put 'Em on Your Face (eyewear)	BAI	9		4/19/88	4/19/1993	3/4/94	8/15/94		4/19/2008	1683106	Section 8 & 15 Affidavits accepted 8/15/94.
				TO	4/19/1994						
Television and design (clothing)	BAI	25		5/23/95	5/23/2000				5/23/2005	1695179	
				TO	5/23/2001						
bolle Systems	BAI	28	9	4/18/95	4/18/2000				4/18/2005	1689721	Registered as of 4/18/95

REEL: 1467 FRAME: 0517

BOULET AMERICA
FEDERALLY REGISTERED TRADE REPORT

2/13/95	Mark	Owner	Class1	Class2	Issue Date	Att. Due	Att. Sent	Conf. Rec'd	Exp. Date	Reg. No.	Action
	Northern Lights	BAI	28	9	11/14/95	11/14/2000	TO		11/14/2005	1935818	
	Sunpander	BAI	28	9	2/21/95	2/21/2000	TO		2/21/2005	1879528	Registered as of 2/21/95
	Snake (design)	BAI	28	9	3/16/95	3/16/2000	TO		3/16/2005	1883401	Registered as of 3/16/95

2/13/96

BOLLE AMERICA
INTENT TO USE FILINGS STATUS REPORT

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Balle

Mark	Owner	Fed. Filing		Serial No.	Return		Action	Follow-up	Pub. Date	Opp. Date	Reg. Ali.		Stat. of	Stat. of	Co Reg. No.	Ca Reg. N
		Date	Date		Date	of Regis.					Date	Date				
Balle CARDONX	BAL	12/20/95		75/037462			Application		11/14/95	12/14/95						
Return attach (and design)	BAL	2/21/95		74/449443			returned because drawing too large. New application sent 3/21/95. Examiner's amendment entered on 4/30/95 noting applicant's claim to ownership of related trademarks. Application returned on 3/21/95 because drawing too large. Application refilled on 5/8/95.									
Balle Escape (and design)	BAL	5/4/95		74/573057			Application returned on 3/21/95 because drawing too large. Application refilled on 5/8/95.		2/5/96	4/4/96						
Balle Madroese	BAL	11/3/94		74/358927			Approved for publication on 7/26/94. Opposed by	Waiting for Blueblocker's application to go to	7/24/95	8/17/95	10/20/95	4/6/96				
Balle	BAL	11/3/94		74/358927					7/24/95	8/17/95	10/20/95	4/6/96				
Balle	BAL	7/29/93		74/419466					7/26/94	8/25/94						

TRADEMARK
REEL: 1467 FRAME: 0519

3/7/95

BOLLE' AMERICA

INVENT TO USE FILING STATUS REPORT

Page

Mark	Owner	Pub. Filing Date	Serial No.	Determ. of Regls. Date	Action	Follow-up	Pub. Date	Opp. Date	Not. All. Date	Stat. of Use Due	Stat. of Use Filed	Co Reg. No.	Co Reg.
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Blindlocker, publication per
 Opposition consent
 suspended on agreement,
 1/24/95 for 6
 months pending
 opposition will
 be withdrawn.

Suspension
 continued for
 another six
 months from
 10/23/95.

Sent request
 for Extension
 of Time to file
 Statement of
 Use on 12/4/95.
 Statement of
 Use now due by
 6/9/96.

Amended

Application to
 add unalut to
 "u" on 7/26/96.
 Received
 Instructions
 from Herb Brown
 to abandon
 application on
 6/29/95.

EagleVision and design (soft cubes) BAI 5/12/94 74/528452

PPHRA BAI 11/9/94 74/528336
 Mitech BAI 1/16/94 74/480316

TRADEMARK

2/18/96

SOLE AMERICA
INTENT TO USE FILING STATUS REPORT

Page

Mark	Owner	Reg. Filing Date	Serial No.	Determ. of Regis. Date	Action	Follow-up	Pub. Date	Opp. Date	Not. All. Date	Start of Use Due	Start of Use Filled	Co Reg. No.	Ca Reg. No.
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Snake BAI 2/12/96 74/479338

Received notice of abandonment 1/23/96.
PTO denied registration due to "Snake Eyes"
registered mark. Withdraw application on November 14, 1996, pursuant to Will Nolan's instruction.

BAI 2/18/96 75/065860

Report Trail

TRADEMARK
REEL: 1467 FRAME: 0521

BOLLE STATUS CHART
Client No. 31558
Revised February 15, 1996

FILE NO.	TITLE	APPL. SER. NO.	FILING DATE	PAT. NO.	ISSUE DATE	INVENTOR	ASSIGN. DATA	MAINT. FEE DUE DATES	ACTION
.8000-002	Water Sport Goggles (Aqua Shield)	07/454,834	Dec 22 1989	D322,082	Dec 3 1991	M. Bollé	R 5279 F 042-044	N/A	
.8000-003	Eyeglasses (Crystal)	07/461,459	Jan 5 1990	D327,283	Jun 23 1992	M. Bollé	R 5235 F 0710-0712	N/A	
.8000-004	Goggles with Full Wrap Unitary Lens (Allen Goggle)	07/509,052	Apr 13 1990	D327,696	Jul 7 1992	M. Bollé	R 5381 F 0177-0180	N/A	
.8000-004-001	Goggles with Full Wrap Unitary Lens (Allen Goggle)	FR 906428	Oct 15 1990	FR 906428	Oct 15 1990	M. Bollé		N/A	
.8000-005	Goggles with Horizontally Projecting Nose Opening (Allen Goggle)	07/653,073	Feb 7 1991	5,138,723	Aug 18 1992	M. Bollé	R 5501 F 0451-0454	08/18/1999 08/18/2000	Maintenance fee w/out surcharge by 02/18/2000
.8000-006	Interchangeable Nose-Piece for Mounting Eyeglasses Onto Sunglasses	07/761,388	Sep 18 1991			M. Bollé	R 5874 F 0877-0880		Abandoned
.8000-006-(II)	Interchangeable Nose-Piece for Mounting Eyeglasses Onto Sunglasses (SOS-Sport Optical System)	08/144,144	Oct 27 1993	5,412,438	May 2 1995	M. Bollé	R 6751 F 0483	05/02/1998 05/02/2002 05/02/2006	Maintenance fee w/out surcharge by 11/02/1998
.8000-007	Eyeglass Insert for Sport Sunglass (SOS-Sport Optical System)	07/761,621	Sep 18 1991	D339,364	Sep 14 1993	M. Bollé	R 5908 F 0222-0225	N/A	
.8000-009	Sunglasses (Sport Sunglasses with Uninterrupted Unitary Shield--Allen Shield)	07/857,292	Mar 24 1992	D335,135	Apr 27 1993	M. Bollé	R 6180 F 0827-0830	N/A	

FILE NO.	TITLE	APPL. SER. NO.	FILING DATE	PAT NO.	ISSUE DATE	INVENTOR	ASSIGN. DATA	MAINT. FEE DUE DATES	ACTION
.8000-014	Sport Sunglasses w/Uninterrupted Unitary Lens (Alien Shield)	FR 926095	Sep 24 1992	FR 926095	Sep 24 1992	M. Bollé		N/A	
.8000-015	Interchangeable Nose-Piece for Mounting Eyeglasses Onto Sunglasses (SOS-Sport Optical System)	FR 9211176	Sep 18 1992	FR 9211176	Sep 3 1994	M. Bollé		09/18/1996 09/18/1997 09/18/1998	Next annuity due 09/18/1996
.8000-016	Eyeglasses (Polarized Shield)	29/004,419	Feb 4 1993	D347,016	May 17 1994	M. Bollé	R 6485 F 0594-0597	N/A	
.8000-017	Goggles with Insert Lens (All Sports/SOS Goggle with Insert Installed)	29/004,730	Feb 11 1993	D351,850	Oct 25 1994	M. Bollé	R 6492 F 0710-0713 R 6631 F 0811	N/A	
.8000-018	Goggles (All Sports)	29/004,739	Feb 11 1993			M. Bollé	R 6504 F 0048-0051	N/A	
.8000-019	Eyeshield with Detachable Components (All Sports)	08/016,742	Feb 11 1993	5,410,763	May 2 1995	M. Bollé	R 6505 F 0027-0030	05/02/1998 05/02/2002 05/02/2006	Maintenance fee w/out surcharge due 11/02/1998
.8000-020	Sunglasses (Eagle Vision - Golf Glasses)	29/008,619	May 20 1993	D347,017	May 17 1994	M. Bollé	R 6725 F 0589-0592	N/A	
.8000-021	Eyeglasses with Headband (Suspender)	29/010,331	Jul 2 1993	D354,970	Jan 31 1995	M. Bollé	R 6757 F 0115-0118	N/A	
.8000-022	Eyeglasses Goggles with Inserts Goggles	FR 934108 29/004,419 29/004,730 29/004,739	Aug 3 1993 Feb 4 1993 Feb 11 1993 Feb 11 1993	FR 934108	Aug 3 1993	M. Bollé		08/03/2016	

TRADEMARK

REEL: 1467 FRAME: 0523

FILE NO.	TITLE	APPL. SER. NO.	FILING DATE	PAT NO.	ISSUE DATE	INVTOR	ASSIGN. DATA	MAINT. FEE DUE DATES	ACTION
.8000-024	Sunglasses with Detachable Absorber Strip (BOL-101 Chronoshield Utility Patent)	07/161,852	Feb 29 1988	4,934,807	Jun 19 1990	M. Bollé D. Bassett		06/19/1997 06/19/2001	Maintenance fee w/out surcharge due 12/19/1997
.8000-025	Case for Sunglasses (BOL-103 Chronoshield Pouch Patent)	07/161,853	Feb 29 1988	4,899,873	Feb 13 1990	M. Bollé D. Bassett	R 5264 F 0874-0875	02/13/1997 02/13/2001	Maintenance fee w/out surcharge due 08/13/1997
.8000-026	Sunglasses (BOL-114 Micro Edge Design Patent)	07/149,857	Oct 6, 1989	D322,975	Jan 7 1992	M. Bollé D. Bassett	R 5774 F 0316	N/A	
.8000-027	Sunglasses (BOL-107 Contour II Design Patent)	07/266,926	Nov 4 1988	D321,522	Nov 12 1991	M. Bollé		N/A	
.8000-028	Sunglasses (BOL-104 Contour Design Patent)	07/266,925	Nov 3 1988	D319,066	Aug 13 1991	M. Bollé	R 5771 F 0911	N/A	
.8000-029	Sunglasses (BOL-113 Edge Design Patent)	07/325,342	Mar 17 1989	D334,389	Mar 30 1993	M. Bollé		N/A	
.8000-030	Pair of Sunglasses (BOL-102 Chronoshield Design Patent)	07/161,661	Feb 29 1988	D310,839	Sep 25 1990	M. Bollé D. Bassett		N/A	
.8001	Golf Putter with Head Face Insert (Patentability Search)								
.8302	Sunglasses with Peripheral Vision Lens Shield (Eagle Vision Golf Vision)	08/284,039	Aug 1 1994			M. Bollé	R 7190 F 0695		Abandoned in favor of FWC
.008302.001	Sunglasses with Peripheral Vision Lens Shield (Eagle Vision Golf Vision)	08/536,046 FWC of '039	Sep 29 1995			M. Bollé	R 7190 F 0695		Awaiting first office action
.8303	Sunglasses with Removable Side Shields (Naja) (see also .030010.000)	08/444,968	Disputed			M. Bollé			Awaiting decision on petition to grant filing date

TRADEMARK
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TRADEMARK
REEL: 001972 FRAME: 0695

FILE NO.	TITLE	APPL. SER. NO.	FILING DATE	PAT NO.	ISSUE DATE	INVTOR	ASSIGN. DATA	MAINT. FEE DUE DATES	ACTION
.8304	Eyeglasses with Side Shield (Naja)	29/037,224	Apr 7 1995			M. Bollé			Awaiting first office action
.8306	Eyeglasses	08/488,950	Jun 9 1995			M. Bollé			Response to office action due 04/23/96
.8307	Eyeglasses with Ventilating Bridge (Allack)	29/037,253	Apr 7 1995			M. Bollé			Awaiting first office action
.8309	Eyeglasses (Escape design)	29/037,251	Apr 7 1995			M. Bollé			Awaiting first office action
.830010.000	Sunglasses with Removable Side Shields (NAJA)-(2nd Filing-see .8303)	08/492,805	Jun 20 1995			M. Bollé			
.8901	Sunglasses (Eagle Vision)	FR Design Application				M. Bollé			Abandoned
.8902	Safety Glasses	29/015,512	Nov 18 1993	D356,322	Mar 14 1995	M. Bollé	R 6881 F 0887	N/A	
Maintenance fee file only	Spectacles Comprising Means for Quickly Fitting the Side-Pieces and the Nose-Piece	383,547	Jul 24 1989	5,032,017	Jul 16 1991	M. Bollé R. Bollé		07/16/1998 07/16/2002	Check fee status on 12/16/1998
Maintenance fee file only	Spectacles with Removable Side-Pieces or Band	452,474	Jan 9 1990	5,035,498	Jul 30 1991	M. Bollé		07/30/1998 07/30/2002	Check fee status on 12/16/1998
Maintenance fee file only	Safety Glasses	229,944	Jan 30 1981	4,405,214	Sep 20 1983	M. Bollé			Will expire Jan 30 1998
Maintenance fee file only	Eye Shield with Face Engaging Seal	736,326	05/21/85	4,689,837	Sep 1 1987	M. Bollé	M. Bollé	09/01/98	Check fee status on 02/01/1999

3-8910 08

EXHIBIT A

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of this ____ day of _____, _____ by EACH OF THE UNDERSIGNED (each a "Grantor"), to NATIONSBANK, N.A., a national banking association, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below);

W I T N E S S E T H:

WHEREAS, the Agent and the Lenders have agreed to provide to the parent corporation of each Grantor, BEC Group, Inc. (the "Borrower"), certain term loan, revolving credit and letter of credit facilities pursuant to the terms of that certain Credit Agreement among the Borrower, the Agent and the Lenders dated as of April 3, 1996 (as from time to time amended, supplemented or replaced, the "Credit Agreement"); and

WHEREAS, each Grantor is a wholly-owned direct or indirect Subsidiary of the Borrower and will materially benefit from the loans and advances made and to be made, and the letters of credit issued and to be issued, under the Credit Agreement; and

WHEREAS, each Grantor has entered into a Guaranty Agreement (the "Guaranty Agreement") dated as of April 3, 1996 pursuant to which each Grantor has guaranteed payment and performance of the Borrower's Obligations under the Credit Agreement; and

WHEREAS, each Grantor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of April 3, 1996 pursuant to which each Grantor has granted to the Agent for the benefit of the Lenders a security interest in the Marks, Copyrights and Licenses defined below in order to secured its obligations under the Guaranty Agreement; and

WHEREAS, each Grantor (a) has adopted and used and is using the trademarks and service marks (the "Marks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on Annex I hereto (b) is the owner of and uses the copyrights, copyright registrations and pending registration applications set forth on Annex II hereto (the "Copyrights") and (c) is a party to and has rights under the licenses and license agreements listed on Annex III hereto (the "Licenses" and together with the Marks and the Copyrights, the "Collateral"); and

WHEREAS, the Agent for the benefit of the Lenders desires to acquire the Marks, the Copyrights and the Licenses and the

registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Agent all right, title and interest in and to the Marks, Copyrights and Licenses, together with (i) the registrations of and registration applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks, Copyrights or the registrations thereof or such associated goodwill, and (iv) all rights of each Grantor to enforce all Licenses.

Each Grantor hereby grants to the Agent, for the benefit of the Lenders, and notice is hereby given that each Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a first priority security interest in the Collateral to secure the payment and performance in full of all of the obligations of each Grantor under the Guaranty Agreement.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Agent shall complete this instrument by signing its acceptance of this Assignment below.

[Signature page follows.]

TRADEMARK
REEL: 1467 FRAME: 0527

TRADEMARK
REEL: 001972 FRAME: 0698

O-RAY HOLDINGS, INC.

By: _____
Name: _____
Title: _____

BOLLÉ AMERICA, INC.

By: _____
Name: _____
Title: _____

OPTICAL RADIATION CORPORATION

By: _____
Name: _____
Title: _____

ORC CARIBE

By: _____
Name: _____
Title: _____

FOSTER GRANT GROUP, L.P.

By: BONNEAU GENERAL, INC., a general
partner
BONNEAU HOLDINGS, INC., a limited
partner
O-RAY HOLDINGS, INC., a limited
partner

By: _____
Name: _____
Title: _____

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES
Signature Page 2 of 3

TRADEMARK
REEL: 1467 FRAME: 0528
TRADEMARK
REEL: 001972 FRAME: 0699

The foregoing assignment of the Trademarks, Copyrights and Licenses and the registrations thereof and registration applications therefor by the Assignee and the Agent is hereby accepted as of the 3rd day of April, 1996.

NATIONSBANK, N.A., as Agent for the
Lenders

By: _____
Name: _____
Title: _____

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES
Signature Page 3 of 3

TRADEMARK
REEL: 1467 FRAME: 0529

TRADEMARK
REEL: 001972 FRAME: 0700

ANNEX I

Trademark or <u>Service Mark</u>	Registrations United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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[List chronologically in ascending numerical order]

Trademark or <u>Service Mark</u>	Pending Applications United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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[List chronologically in ascending numerical order]

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

<u>Title</u>	<u>[Author(s)]</u>	<u>Copyright Number</u>	<u>Registration Date</u>
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Part II

Copyrights Not Registered

<u>Title</u>	<u>[Author(s)]</u>
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TRADEMARK
REEL: 1467 FRAME: 0531

TRADEMARK
REEL: 001972 FRAME: 0702

ANNEX III

Licenses

TRADEMARK
REEL: 1467 FRAME: 0532

TRADEMARK
REEL: 001972 FRAME: 0703

ANNEX I

Trademark or <u>Service Mark</u>	Registrations United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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[List chronologically in ascending numerical order]

Trademark or <u>Service Mark</u>	Pending Applications United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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[List chronologically in ascending numerical order]

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

<u>Title</u>	<u>[Author(s)]</u>	<u>Copyright Number</u>	<u>Registration Date</u>
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Part II

Copyrights Not Registered

<u>Title</u>	<u>[Author(s)]</u>
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TRADEMARK
REEL: 1467 FRAME: 0534

TRADEMARK
REEL: 001972 FRAME: 0705

ANNEX III

Licenses

RECORDED: 07/11/1996

TRADEMARK
REEL: 1467 FRAME: 0535

RECORDED: 10/06/1999

TRADEMARK
REEL: 001972 FRAME: 0706